

SERIAL 08069 RFP CCTV VIDEO DISTRIBUTION SERVICES

DATE OF LAST REVISION: December 18, 2008

CONTRACT END DATE: December 31, 2011

CONTRACT PERIOD THROUGH DECEMBER 31, 2011

TO: All Departments
FROM: Department of Materials Management
SUBJECT: Contract for **CCTV VIDEO DISTRIBUTION SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **December 18, 2008**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

AS/bg
Attach

Copy to: Materials Management
Jim Baker, MCDOT



CONTRACT PURSUANT TO RFP

SERIAL 08069 -RFP

This Contract is entered into this 18th day of December 2008 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and 360 Surveillance, Inc, a Canadian Federal corporation ("Contractor") for the purchase of developing and implementing a video distribution system that will disseminate traffic camera imagery to other public agencies via the Internet from MCDOT and the Arizona Department of Transportation (ADOT).

1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of three (3) years, beginning on the 18th day of December, 2008 and ending the 31st day of December, 2011.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of three (3) years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 PAYMENTS:

- 2.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A."
- 2.2 Payment shall be made upon the County's receipt of a properly completed invoice.

2.3 INVOICES:

- 2.3.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract serial number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Contract Item number(s)
- Description of service provided
- Pricing per unit of service
- Total Amount Due

- 2.3.2 Problems regarding billing or invoicing shall be directed to the County as listed on the Purchase Order.

- 2.3.3 Payment may be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program, if Contractor so elects. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).
- 2.3.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.0 AVAILABILITY OF FUNDS:

- 3.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.
- 3.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

4.0 DUTIES:

- 4.1 The Contractor shall perform all duties stated in Exhibit "B", or as otherwise directed in writing by the Procurement Officer.
- 4.2 During the Contract term, County shall provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

5.0 TERMS and CONDITIONS:

5.1 INDEMNIFICATION:

- 5.1.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.
- 5.1.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.
- 5.1.3 The scope of this indemnification does not extend to the sole negligence of County.

5.2 INSURANCE REQUIREMENTS:

- 5.2.1 Contractor, at Contactor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.
- 5.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.
- 5.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 5.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 5.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contactor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 5.2.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.
- 5.2.7 The insurance policies required by this Contract, except Workers' Compensation, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- 5.2.8 The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.
- 5.2.9 Commercial General Liability.

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

5.2.10 Automobile Liability.

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

5.2.11 Workers' Compensation.

5.2.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

5.2.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

5.2.12 Certificates of Insurance.

5.2.12.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND UNDERSTANDS THAT FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS CONTRACT.

5.2.12.1.1 In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

5.2.12.1.2 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

5.2.13 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

5.3 PROCUREMENT CARD ORDERING CAPABILITY:

The County may determine to use a MasterCard Procurement Card, to place and make payment for orders under the Contract.

5.4 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Department of Materials Management
Attn: Director of Purchasing
320 West Lincoln Street
Phoenix, Arizona 85003-2494

For Contractor:

360 Surveillance, Inc.
Attn; Mark Brown
4218 Commerce Circle
Victoria, BC V8Z 6N6
Canada

5.5 REQUIREMENTS CONTRACT:

5.5.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract.

5.5.2 County reserves the right to cancel purchase orders or notice to proceed within a reasonable period of time after issuance. Should a purchase order or notice to proceed be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor. The County will not reimburse the Contractor for any avoidable costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order or notice to proceed.

5.5.3 Purchase orders will be cancelled in writing.

5.6 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

5.7 TERMINATION FOR DEFAULT:

5.7.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

5.7.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.

5.7.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.

5.7.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

5.8 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

5.9 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

5.10 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

5.11 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the District and the Contractor.

5.12 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

5.13 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Materials Management shall be responsible for approving all amendments for Maricopa County.

5.14 RETENTION OF RECORDS:

5.14.1 The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County,

Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

5.14.2 If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

5.15 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

5.16 ALTERNATIVE DISPUTE RESOLUTION:

5.16.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

5.16.1.1 Render a decision;

5.16.1.2 Notify the parties that the exhibits are available for retrieval; and

5.16.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

5.16.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

5.16.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

5.17 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

5.18 RIGHTS IN DATA:

The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

5.19 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

5.20 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §23-214 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

5.20.1 By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

5.20.2 The County may request verification of compliance for any Contractor of subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

5.21 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:

5.21.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.

5.21.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

5.22 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

5.22.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

5.22.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

5.22.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

5.22.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

5.22.1.3 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

5.22.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.

5.22.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

5.23 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

5.24 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

5.25 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

5.25.1 Exhibit A, Pricing;

5.25.2 Exhibit B, Scope of Work.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR



AUTHORIZED SIGNATURE

D'Arcy Davidson, CTO

PRINTED NAME AND TITLE

4218 Commerce Circle

ADDRESS

DEC 9/08

DATE

MARICOPA COUNTY

BY: 

DIRECTOR, MATERIALS MANAGEMENT

12/19/08

DATE

ATTESTED:

CLERK OF THE BOARD

DATE

APPROVED AS TO FORM:



DEPUTY MARICOPA COUNTY ATTORNEY

1/2/9

DATE

EXHIBIT A PRICING

SERIAL 08069

PRICING SHEET: NIGP CODE 84084

BIDDER NAME:	<u>360 Surveillance Inc.</u>
VENDOR # :	_____
BIDDER ADDRESS:	<u>4218 Commerce Circle, Victoria, BC, V87 6N6</u>
P.O. ADDRESS:	<u>Same as Above</u>
BIDDER PHONE #:	<u>(250) 388-7232</u>
BIDDER FAX #:	<u>(250) 388-7229</u>
COMPANY WEB SITE:	<u>www.360surveillance.com</u>
COMPANY CONTACT (REP):	<u>Mark Brown</u>
E-MAIL ADDRESS (REP):	<u>mark.brown@icxt.com</u>

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

ACCEPT PROCUREMENT CARD: ☐ YES ☒ NO

INTERNET ORDERING CAPABILITY: ☐ YES ☒ NO ☐ % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

EXHIBIT A-1
Final Negotiated Price Option 1

Software and Development		Subtotal \$
Software and Development: 20 Simultaneous Connections	\$	47,268.80
Hardware		Subtotal \$
Total: 20 Simultaneous Stream Option	\$	33,022.94
Labour		Subtotal \$
Project Management	\$	23,000.00
Pre-Validation (in-office testing)	\$	7,800.00
On-site Implementation Costs (4 trips)	\$	28,000.00
Documentation	\$	5,200.00
Onsite Integration support	\$	7,560.00
Total Labour	\$	71,560.00
O&M		Subtotal \$
O&M 3 YEAR TOTAL FOR 20 SIMULTANEOUS CONNECTIONS	\$	31,670.40
Totals		Total \$
12 Streams 20 Connections	\$	151,851.74
With 3 Year O&M	\$	31,670.40
Grand Total	\$	183,522.14

EXHIBIT A-2
Final Negotiated Price Option 1

Description	Quantity		Subtotal
			\$
Servers			
MCDOT VDS Server	1	\$	3,151.20
MCDOT Driver Server	0	\$	-
ADOT VDS Server	1	\$	3,151.20
ADOT Driver Server	0	\$	-
Web (IIS) Server	1	\$	4,162.08
Axis Encoders 12 Output Solution			
MCDOT 3U Rack Chasis /w Power Supply (0192-004)	1	\$	1,642.37
MCDOT 243Q Blade (0261-001)	3	\$	3,788.93
ADOT 3U Rack Chasis /w Power Supply (0192-004)	1	\$	1,642.37
ADOT 243Q Blade (0261-001)	3	\$	3,788.93
Axis Encoders 20 Output Solution			
MCDOT 3U Rack Chasis /w Power Supply (0192-004)	1	\$	1,642.37
MCDOT 243Q Blade (0261-001)	5	\$	6,314.88
ADOT 3U Rack Chasis /w Power Supply (0192-004)	1	\$	1,642.37
ADOT 243Q Blade (0261-001)	5	\$	6,314.88
Networking Equipment			
Cisco 4500 Tranceiver Module -SFP - Gigabit EN - 1000Base-LH, model # GLC-LH -SM	1	\$	929.50
Foundry Fastron - • 1000Base LX SFP optic SMF, LC connector LX SMF SFP, model # E1MG	1	\$	935.00
Video Matrix Output Cards 12 Output Solution			
Ademco VideoBlox 16 chan Output Card (HVB16TO)	0	\$	-
Kalatel Monitor Expansion Chassis (KTD-440N)	0	\$	-
Kalatel Monitor Output Card (KTD-444)	0	\$	-
Kalatel Interface Cable (KTD-449)	0	\$	-
Video Matrix Output Cards 20 Output Solution			
Ademco VideoBlox 16 chan Output Card (HVB16TO)	0	\$	-
Kalatel Monitor Expansion Chassis (KTD-440N)	1	\$	2,088.47
Kalatel Monitor Output Card (KTD-444)	5	\$	2,457.00
Kalatel Interface Cable (KTD-449)	1	\$	234.00
Total: 20 Simultaneous Stream Option		\$	33,022.94

EXHIBIT B

SCOPE OF WORK

1.0 INTENT:

To establish a contract, with a single qualified Contractor as a single entity, to develop and implement a video distribution system that will disseminate traffic camera imagery to other public agencies via the Internet from MCDOT and the Arizona Department of Transportation (ADOT), henceforth referred to as the "County".

It is anticipated that the implementation phase (Notice to Proceed [NTP] through final system acceptance) will require no more than four (4) months of effort. Subsequently, the operations and maintenance (O&M) phase of this project, from final system acceptance through project completion, shall last for an initial period of three (3) years.

2.0 SCOPE OF WORK:

2.1 System Deployment Options:

2.1.1 The Contractor shall furnish to the County Deployment Option 1 listed below:

2.1.1.1 Deployment Option 1 – System is housed and operated partly from the ADOT TOC and partly from the County's TOCs. All equipment is owned by the County and operated jointly by the Contractor and County staff on County premises.

2.1.2 The contractor's system shall be capable of interfacing with the County's video switch.

2.1.2.1 No right to reuse and/or redistribute, agency video shall be provided to the Contractor.

2.1.2.2 The County would be willing to:

2.1.2.2.1 Manage the O&M of all project-related equipment deployed in County facilities.

2.1.2.2.2 Utilize County bandwidth to facilitate transfer of video from the County's TOCs to the agency users.

2.1.2.3 The County shall retain the right to post video snapshots to Arizona Department of Transportation (ADOT) and Maricopa County Department of Transportation (MCDOT) websites, or any other public agency website(s) designated by the County.

2.1.2.4 All County video must display the AZTech logo with a tagline "Regional Transportation Operations Partnership".

2.2 Functional Requirements:

2.2.1 Contractor's system shall meet or exceed the functional requirements listed below under Sections 2.2.2, 2.2.3, 2.2.4, and 2.2.5

2.2.2 Video Availability Requirements:

2.2.2.1 The Contractor's system shall be capable of collecting and distributing video in real-time on a 24-hour per day, 7-days a week, 365-day per year basis.

2.2.2.2 The Contractor shall ensure that the system designed and deployed as part of this project is operational at least 98% of the time on a 24-hour per day, 7-days a

week, 365-day per year basis. Neither Internet outages at County facilities nor service outages of video feeds provided by the County to the Contractor shall be included as part of this uptime requirement.

2.2.2.3 The system shall have no significant impact on current video distribution operations at each County TOC. To the extent feasible, the Contractor's system should pull video from each of the County TOCs on an on-demand basis.

2.2.2.4 The Contractor shall implement dual streaming encoders to enable system setup to provide for both MPEG4 and MJPEG standards to the Web client user.

2.2.3 Interface Requirements:

2.2.3.1 A custom interface shall be developed to allow users to select desired camera images from camera icons placed on a roadway map of the region.

2.2.3.2 Interface for viewing County video shall be accessible via the Internet

2.2.3.2.1 Users shall be able to access the interface with just a commonly utilized web-browser. The Contractor may be allowed to use plug-in software as part of their solution, but only with County approval. Any plug-in software used as part of this project must be non-proprietary in nature and have no licensing requirements.

2.2.3.2.2 Interface shall be secure and password protected. Transmission of all username and password information between the user and system shall be encrypted or otherwise secured.

2.2.3.2.2.1 Individual user ids and passwords shall be generated for each user

2.2.3.2.2.2 System shall log use by individual users

2.2.3.2.3 CCTVs shall be represented by individual icons on the map – clicking on an icon shall open up a pop-up window with the video feed from that camera.

2.2.3.2.4 The map shall be navigable with slide bars and zooming capability.

2.2.3.2.5 The system shall be capable of supporting no less than 20 web users simultaneously.

2.2.3.2.6 User access to the system shall be granted based on a hierarchy of users such that higher ranked users are granted preferential access to the system above lower ranked users; including lower-ranked users being automatically logged-off the system at times of peak system use by higher ranked users. The Contractor shall work with the County to develop hierarchical categories to support this requirement.

2.2.3.2.7 The video feed from any CCTV covered by the system shall be viewable by all logged-in users simultaneously. However, the system shall provide simultaneous access to no less than 12 video feeds at any given time.

2.2.3.2.8 Each individual system user shall be able to view a minimum of four (4) different video feeds simultaneously; up to a maximum of all available video feeds. This is constrained by the requirement that no

more than either 12 or 20 different video feeds shall be viewable via the system at any given time.

2.2.3.2.9 The system shall enable for the web user all three levels of video quality settings below:

- 2.2.3.2.9.1 1 fps (352 x 288)
- 2.2.3.2.9.2 5 fps (sub QCIF) – or better
- 2.2.3.2.9.3 10 fps (QCIF) – or better

The system should provide users with the ability to view video from a single camera at a higher frame rate (e.g., 30 frames/sec. or more) than the other cameras simultaneously being viewed. This higher frame rate should be able to be applied to any camera in the County's system, but should be limited to a single camera at any given time.

2.2.3.2.10 The system shall offer the County the ability to block specific video feeds from being distributed via the system interface. The system shall also be capable of configuring each user's video access rights for a single camera, group of cameras, or for all cameras.

2.2.3.2.11 The interface shall have a configurable timeout function that disconnects users from selected video feeds after a pre-set amount of time.

2.2.3.2.12 The system should be capable of providing access to additional users during emergency situations if additional licenses are coordinated.

2.2.4 Monitoring and Control Requirements:

2.2.4.1 The system shall be designed such that the County is provided with the ability to monitor access dates/times and changes made to public agency systems by the Contractor as part of this project.

2.2.4.2 System administration will be done within the Cameleon server. Usernames and passwords are the same as those configured in the existing Cameleon server.

2.2.5 System Expandability:

2.2.5.1 The system shall be designed to be expandable so as to be capable of being modified in the following ways without the need for major system re-design:

2.2.5.1.1 The addition of video from supplemental cameras – both from MCDOT, ADOT, and other AZTech public partner agency video available on these networks, as well as that from partner agencies not on either of these networks.

2.2.5.1.2 Interface shall be capable of being expanded to allow an increase in both the number of users who can access the system at any given time and the number of cameras that can be accessed simultaneously without impacting image load times and related quality metrics.

2.2.5.1.3 Video frame rates and resolution should be capable of being enhanced using existing equipment (e.g., by increasing available bandwidth).

2.2.5.1.4 The roadway map used to support the system shall be capable of being modified and upgraded without the need for major system redesign.

2.3 Program Management and Administration:

2.3.1 The Contractor shall be responsible for all Program Management activities necessary to ensure the success of the project including:

2.3.1.1 The Contractor shall support the County's project management team, provide coordination, project control, and reporting to the County's Project Manager to ensure project success for the duration of the project. It is anticipated that the Contractor shall complete the implementation phase of the project no later than four (4) months after issuance of Notice to Proceed (NTP).

2.3.1.2 The Contractor shall develop a high level Project Management Plan for the County's review and approval that describes all activities to be conducted in support of the design, implementation and testing, and operations and maintenance of the project. As part of this plan, the Contractor shall submit a detailed project schedule with specific dates and milestones for project completion. The Project Management Plan shall be submitted to the County no later than fifteen (15) calendar days from NTP.

2.3.1.3 The schedule shall provide 10 business days for County review of all submittals and 10 business days for County review of re-submittals. The Contractor may continue project efforts while submittals are being reviewed. Doing so, however, in no way relieves the Contractor of the responsibility to answer and incorporate review comments into the project, nor does it entitle the Contractor to any additional compensation as a result of making changes due to review comments.

2.3.1.4 The Contractor shall participate in regularly scheduled teleconferences and other scheduled reviews, and shall coordinate with the County and its partners as necessary.

2.3.1.5 The Contractor shall provide monthly status reports during the period from NTP through twelve (12) months thereafter. Beyond this period the County's Project Manager and the Contractor shall mutually determine the frequency of status reporting. The format for the report shall be specified by the County's Project Manager.

2.3.1.6 The Contractor shall assign a technical support point of contact in addition to a local area project manager to the project.

2.3.2 System Design:

2.3.2.1 The Contractor shall perform an evaluation of system requirements and work with the County to design a system that will meet the requirements described in this document. The Contractor shall make a System Design Document (SDD) available for the review and approval of the County's Project Manager. The SDD shall provide a structured set of installation and integration tasks to be performed by the Contractor as part of the installation of its system.

2.3.2.2 The Contractor shall document all interfaces necessary to support the project via an interface control document, subject to County review and approval. The purpose of the ICD is to document all of the functional and physical interfaces necessary to support the system.

2.3.3 System Acceptance Testing Plan:

2.3.3.1 The Contractor shall generate a System Acceptance Testing Plan for the County's review and approval under which all integrated system components will be tested and accepted by the County.

2.3.4 System Installation and Testing:

2.3.4.1 The Contractor shall install any necessary hardware and software as described in the approved SDD. Installation and maintenance or removal of this equipment shall be coordinated through the County's Project Manager.

2.3.4.2 The Contractor shall perform all system testing under the County's supervision according to the approved System Acceptance Testing Plan.

2.3.4.3 Once the Contractor has addressed all comments and deficiencies noted during the System Acceptance Test to the satisfaction of the County's Project Manager, the County shall issue a formal notification of system acceptance.

2.3.4.4 In the event that more than one System Acceptance Test is necessary, the Contractor shall be responsible for all costs.

2.3.5 System Operation:

2.3.5.1 Upon acceptance of the Contractor's integrated system by the County's Project Manager, the Contractor shall assist with the operation and maintenance of the system through the full three (3) year O&M phase of the project.

2.3.5.2 The Contractor shall develop a brief user guide for use by County staff in the day to day operation of the Contractor's system.

2.3.6 System Evaluation:

2.3.6.1 The Contractor shall work with the County to conduct periodic evaluations of its system's performance during the project's three (3) year operational phase. These evaluations shall document Contractor compliance with the Functional Requirements listed in this document.

2.3.7 Equipment Warranty:

2.3.7.1 All software provided by the Contractor as part of this project shall be warranted and guaranteed against defects and/or failure in design, materials, and workmanship from the date of final system acceptance, as recorded by the County Project Manager, through the end of the project's three (3) year operational period.

2.3.7.2 All equipment provided by the Contractor as part of this project shall be warranted and guaranteed against defects and/or failure in design, materials, and workmanship for the duration of the originating manufacturer's warranty.

2.3.7.3 The warranty shall provide that, in the event of a malfunction during the warranty period, the defective system component shall be replaced with a new component within ten (10) business days. The Contractor shall be responsible for all labor and equipment costs for installing the new component.

2.3.8 Ownership of Deliverables:

2.3.8.1 The Contractor shall not rebroadcast, sell, or otherwise distribute any County video without the express written consent of the County.

2.4 System Acceptance:

2.4.1 System acceptance shall be provided by the County and the three (3) year O & M period will begin upon the successful operation of all systems functionality for a continuous period (that does not breach the 98% system reliability requirement found in Section 2.2.3.2) of fourteen (14) calendar days, as recorded by the County. Any loss of system functionality in excess of this threshold shall cause the fourteen (14) calendar day acceptance period to be frozen until the issue is resolved.

2.5 TRAINING:

The Contractor shall develop training syllabus and material. The Contractor shall provide a comprehensive training workshop of a minimum of eight (8) hours of training to County personnel and web users in the use of the system and care of the equipment.

2.6 DELIVERY:

It shall be the Contractor's responsibility to meet the proposed delivery requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

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Telephone Number:	(250) 388-7232
Fax Number:	(250) 388-7229
Contact Person:	Mark Brown
E-mail Address:	mark.brown@icxt.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending December 31, 2011.